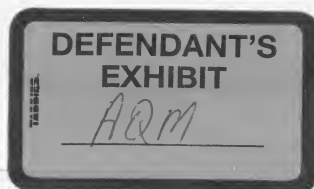


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so need.  
NDA



DVD CCA 202085  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

Rm 25, 14/F, Blk A,  
Hoi Luen Ind. Centre,  
55 Hoi Yuen Rd.,  
Kwun Tong, Kowloon,  
Hong Kong.

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into as of the 05 day of April, 2000, by and between GYNCO Electronics (HK) Ltd, having its principal office at Room 25 14/F, Blk A, Hoi Luen Industrial Centre, (hereinafter called "COMPANY") and DVD Copy Control Association, Inc., having its principal place of business at 225 B Cochrane Circle, Morgan Hill CA 95037 (hereinafter called "DVD CCA").

WITNESSETH:

55 Hoi Yuen Road,  
Kwun Tong, Kowloon,  
Hong Kong, China

WHEREAS, COMPANY desires to receive certain information regarding Contents Scramble System (hereinafter defined) to provide reasonable security to the contents of DVD discs which is of confidential or proprietary nature for the purpose described below under the terms and conditions contained herein; and

WHEREAS, DVD CCA is prepared to disclose to COMPANY such information; and

WHEREAS, the purpose of such disclosures of such information is to allow COMPANY to evaluate such Contents Scramble System and/or to develop and/or design DVD players, DVD drives, DVD descramble/authentication chips, DVD decoder cards, DVD disc formatters and DVD discs, all of which are compliant with CSS Specification (hereinafter defined).

NOW, THEREFORE, in mutual consideration of the covenants and premises set forth herein, the parties agree as follows:

### 1. Definitions

1.1 "Confidential Information" shall mean CSS Specification and any information relating to Contents Scramble System. Confidential Information will be disclosed either:

- In writing
- by delivery of items
- by initiation of access to information, such as may be contained in a database; or
- by oral and/or visual presentation

Confidential Information in tangible form is now and shall at all times be conspicuously labeled by DVD CCA as "Confidential" or "Proprietary". If the Confidential Information is disclosed orally or through demonstration, it must be specifically designated as confidential information at the time of the disclosure and confirmed in writing to be received by COMPANY after the disclosure or demonstration.

1.2 "Contents Scramble System" shall mean the security system designed to provide reasonable security to the contents of a DVD disc, as more fully described in the CSS Specifications.

1.3 "CSS Specifications" shall mean the specifications describing the implementation of the Contents Scramble System.

2. Upon the execution of this Agreement, COMPANY shall select one or more of membership categories set forth in Exhibit A and shall pay to DVD CCA 500 US dollars per title and copy of the CSS Specification as a fee to offset the expense for preparation and providing the CSS

Specification. Upon selection of all desired COMPANY membership categories and DVD CCA's receipt of the appropriate payment, DVD CCA shall deliver to COMPANY such portions of the CSS Specification which are designated for distribution to the membership categories selected by COMPANY. For this purpose, COMPANY shall designate a single contact person who shall receive all Confidential Information disclosed by DVD CCA. The initial such contact person shall be the individual designated in Exhibit B.

3. COMPANY agrees to keep the Confidential Information disclosed to it by DVD CCA confidential, not to disclose the Confidential Information disclosed to it to any other party and to use it only for the purposes described herein.
4. COMPANY shall disclose the Confidential Information received from DVD CCA only to its employees who need to know the same for the purposes described herein.

COMPANY may disclose Confidential Information received to it by DVD CCA to employees of its majority owned subsidiaries located in the same country where COMPANY is located who need to know the same for the purposes described herein upon prior written notice to DVD CCA. In the event that COMPANY discloses the Confidential Information received to it by DVD CCA to its majority owned subsidiaries located in different country(ies) where COMPANY is located, COMPANY shall obtain prior approval of DVD CCA for such disclosure.

5. COMPANY shall use the same degree of care in keeping the Confidential Information confidential as it uses for its own confidential information of a similar nature.
6. The obligations under this Agreement shall not extend to the Confidential Information that:

(a) was known to COMPANY at the time of its disclosure or becomes known to COMPANY without breach of this Confidential Disclosure Agreement; or

(b) is independently developed by COMPANY.

7. COMPANY shall under no circumstances reverse engineer, decompile, disassemble or otherwise determine the operation of Confidential Information.
8. The terms and obligations of this Agreement shall terminate upon COMPANY's execution of the CSS Interim License Agreement.
9. Each party will comply with all applicable rules and regulations of the United States and Japan relating to the export or re-export of commodities, software and technical data insofar as they relate to the activities under this Agreement, and shall obtain an approval required under such rules and regulations whenever it is necessary for such export or re-export. COMPANY agrees that commodities, software and technical data provided under this Agreement are subject to restrictions under the export control laws and regulations of the United States of America and Japan, including but not limited to the U.S. Export Administration Act and the U.S. Export Administration Regulations and the Japanese Foreign Exchange and Foreign Trade Control Law, and shall obtain an approval required under such laws and regulations whenever it is necessary for such export or re-export.
10. No license, express or implied, in the Confidential Information is granted to COMPANY other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of the State

of California, U.S.A.

12. This Agreement shall represent the entire understanding between the parties with respect to the Confidential Information, and no waiver, alteration, or modification of any of the provisions hereof shall be binding on the parties unless made in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding on the parties, their successors and assigns.
13. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DVD CCA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM THE CONFIDENTIAL INFORMATION OR COMPANY'S IMPLEMENTATION OR ATTEMPTED IMPLEMENTATION OF SUCH INFORMATION OR CONTENTS SCRAMBLE SYSTEM. DVD CCA FURTHER DISCLAIMS ANY WARRANTY THAT CONTENTS SCRAMBLE SYSTEM AND/OR THE CONTENTS OF THE CONFIDENTIAL INFORMATION, OR ANY PRODUCT IMPLEMENTING CONTENTS SCRAMBLE SYSTEM OR SUCH CONFIDENTIAL INFORMATION, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.
14. IN NO EVENT SHALL DVD CCA OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE TO FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON MAKING, USING, SELLING OR IMPORTING ANY PRODUCTS OF COMPANY THAT IMPLEMENT PROPRIETARY INFORMATION OR CONTENTS SCRAMBLE SYSTEM, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER DVD CCA OR THEIR RESPECTIVE DIRECTOR, OFFICERS, OR EMPLOYEES SHALL BE LIABLE FOR ANY LOSS SUFFERED AS THE RESULT OF A BREACH OF SECURITY AFFECTING CONTENTS SCRAMBLE SYSTEM, WHETHER OR NOT SUCH BREACH RESULTS FROM THE DELIBERATE, RECKLESS OR NEGLIGENT ACTS OF PERSON OR ENTITY. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST DVD CCA NOTWITHSTANDING THE ABOVE LIMITATION, DVD CCA'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR CSS SHALL IN NO EVENT EXCEED THE AMOUNTS OF MONEY RECEIVED BY DVD CCA FROM COMPANY UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date first set forth above.

DVD Copy Control Association, Inc.

BY: 

John Hoy

TITLE: President

DATE: 4/11/00

For and on behalf of

GYNCO ELECTRONICS (H.K.) LIMITED

金格電子(香港)有限公司

BY: 

Authorized Signature(s)

NAME: SAREL CHAN

TITLE: MARKETING CO-ORDINATOR

DATE: 05 APR 2000

05 APR 2000

## EXHIBIT A

## Membership Categories

	Number of Specifications requested
<input type="checkbox"/> Content Provider	
<input type="checkbox"/> Authoring Studio	
<input type="checkbox"/> DVD Disc Replicator	
<input type="checkbox"/> DVD Disc Formatter Manufacturer	[ ]
<input checked="" type="checkbox"/> DVD Player Manufacturer	[ 2 ]
<input type="checkbox"/> DVD-ROM Drive Manufacturer	[ ]
<input type="checkbox"/> DVD Decoder Manufacturer	[ ]
<input type="checkbox"/> Descramble Module Manufacturer	[ ]
<input type="checkbox"/> Authentication Chip Manufacturer for DVD-ROM Drive	[ ]
<input type="checkbox"/> Authenticator Manufacturer for DVD Decoder	[ ]
<input type="checkbox"/> Integrated Product Manufacturer	
<input type="checkbox"/> Reseller	

Please check one or more of membership categories that your COMPANY is selecting in the boxes to the left of each Category. Describe the number of copies of the parts of the CSS Specifications that you require in the brackets on the right-hand side.

NOTE: CSS Specifications are not appropriate for Membership Categories which do not have brackets on the right-hand side.

## EXHIBIT B

## Contact Person

Name: SAREK CHAN

Title: MARKETING CO-ORDINATOR

Address: Rm 25, 14/F., Blk A,  
Hoi Luen Ind. Centre,  
55 Hoi Yuen Rd.,  
Kwun Tong, Kowloon,  
Hong Kong.

Telephone Number: (852) 2341549

Facsimile Number: (852) 23431937

E-mail Address: sarek@gyneo.com.hk